

GENERAL TERMS AND CONDITIONS OF BUSINESS

1. GENERAL PROVISIONS

- 1.1 These "General Terms and Conditions of Business" (hereinafter referred to as "Conditions") are an integral part of every Forwarding Contract concluded by Direct Parcel Distribution SK s.r.o. (hereinafter referred to as DPD) as the Forwarder with the Customer.
- 1.2 The Customer declares that before conclusion of this Forwarding Contract he has made the acquaintance of contents of the "Conditions" and that he agrees to and accepts them without any reservation.

2. Definitions

- 2.1 The Forwarder is Direct Parcel Distribution SK, s.r.o.
- 2.2 The Customer is a subject who has concluded a Forwarding Contract with the Forwarder, or other contract relating to shipping
- 2.3 The Consignor is a subject who is indicated as the Consignor on the Consignment
- 2.4 The Consignee is a subject who is indicated as the Consignee on the Consignment
- 2.5 The Consignment is an item received by the Forwarder for provision of service according to the Forwarding Contract, or other Contract relating to shipping, concluded between the Customer and the Forwarder.
- 2.6 Cash-on-delivery consignment, hereinafter referred to as the "Consignment", is an item received by the Forwarder for provision of service according to the Forwarding Contract, or other Contract relating to shipping, concluded between the Customer and the Forwarder. In the case of the Consignment, the Forwarder is obliged to, following the instructions from the Customer, collect a corresponding amount of money from the Consignee that is subsequently, in accordance with these "Conditions", remitted to an account specified by the Customer.
- 2.7 The Forwarding Contract, hereinafter referred to as "Contract", is a contract concluded between the Forwarder and the Customer in written or other form under the provision of Act No. 513/1991 Col. of the Commercial Code, relating to shipping of items. The Forwarder reserves the right to insist on written form of the "Contract" at his own discretion.
- 2.8 The Bank means a cooperative bank with which the Forwarder has a concluded Contract on Acceptance of Payment Cards.

3. CONCLUSION OF THE FORWARDING CONTRACT

- 3.1 The "Contract" may be concluded in writing, verbally, or implied.
- 3.2 In case of conclusion of a contract, the legal relationship is governed by the "Contract", these "Conditions" and Forwarder's current price list of services, unless otherwise agreed.
- 3.3 Parol or implied "Contract" is considered concluded as soon as the Customer hands over the Consignment with properly filled in Forwarder's parcel label, and the Forwarder receives it.

4. FORWARDING SERVICES

- 4.1 Forwarder's activities include:
- all operations associated with provision of Consignment shipping from place of receipt to place of delivery.
 - for cash-on-delivery Consignments, collection of C.O.D. amount from the Consignee and transfer of this amount to an account specified by the Customer in the shipping request, or given and confirmed in the Contract within 10 working days from Consignment delivery to the Consignee,
 - where necessary, second delivery attempt to the Consignee,
 - return shipping of undeliverable consignments to the Consignor including consignments rejected by the Consignee.
- 4.2 Excluded from provision of shipping are Consignments:
- not protected or packed in a manner corresponding to their weight, shape, contents feature (especially fragility) or with missing required data about the Consignor or the Consignee,
 - apparently damaged,
 - customs carnet, subject to some of the special customs procedures, Consignments of special nature and particularly high value (jewellery, money, credit cards, personal documents, valuables, securities, precious stones, works of art, collections and antiques) whose content can cause a damage to property and health (weapons, ammunition, explosives, intoxicating and psychotropic substances, inflammables), and Consignments subject to ADR – European Agreement concerning the International Carriage of Dangerous Goods by Road,
 - containing goods in value exceeding €10.000,
 - with weight more than 50kg for domestic shipping service and more than 31.5kg for international shipping service; with length exceeding 1.75m and circumferential length exceeding 3m, circumferential length = length of the longest side + double sum of two shorter sides,
 - containing dyes, adhesives and other liquid substances which may be damaged during the shipping, or they can damage or depreciate other Consignments, or Forwarder's equipment,
 - living animals or human and animal remains, medical waste, biological material (waste) and similar items,
 - C.O.D. and customs entry, for shipping to abroad,
 - C.O.D for which the value of amount to be collected exceeds amount of €6.640,
 - containing perishable goods, damageable goods as well as goods which must be protected in a special manner or which must be handled in a special manner also on condition that instructions for special Consignment handling are followed (glass bottles or similar fragile containers), damageable goods, goods susceptible to temperature changes, perishable goods,
 - whose shipping and possession is illegal or prohibited with respect to safety, public order and rights of third parties, or Consignments missing delivery address or P.O. Box ship-to-address.
- 4.3 The Customer is obliged to inform, about and in accordance with these "Conditions", third parties who will hand over the Consignments to the Forwarder for shipping. For complying with these "Conditions", the Customer is equally responsible as if he had submitted the Consignment by himself. In the event that the Customer hands over to the Forwarder a Consignment defined in Clause 4.2 without his knowledge and express consent, the "Contract" shall not be concluded and the Forwarder is not responsible for any damage incurred in connection with Consignment receipt and its subsequent handling. In such case, the Customer is obliged to pay the Forwarder all accompanying costs as well as total incurred damage. By receiving of the Consignment for shipping, the Forwarder does not waiver of the right to reject the shipping.

5. LABELLING AND DELIVERY OF THE CONSIGNMENTS

- 5.1 The Forwarder shall provide the Customer parcel labels with a bar code and Consignment number, or provide software, hereinafter referred to as SW, DPD SHIPPER for printing of parcel labels, or provide documents with specification for printing of parcel labels from its own SW. In case of printing from own SW, the Customer reserves the right to check and approve in writing using of such labels.
- 5.2 In case of SW application for printing of labels, the Customer is obliged, following the instructions from the Forwarder, to update the routing table, so-called ROUTEN TAB, in order to use the current version. At the same time, the Customer is obliged to use solely the numerical series assigned by the Forwarder, and the Customer is obliged to ensure labelling of each Consignment with a single unique parcel label. The Customer is not entitled to provide the parcel label to a third party. Furthermore, the Customer is obliged to remove all previous parcel labels, stickers and other information from the containers, or to ensure in a different manner that they are not visible.
- 5.3 In case of violation of the provision in Clause 5.2, the Customer bears all resulting risks and simultaneously, the Forwarder is not liable for any damage incurred to the Customer. The Forwarder is entitled to demand from the Customer payment of the contractual fine of €100, for every violation of the provision in Clause 5.2. The Customer is obliged to fill in a complete and correct Consignee's address (including zip code) on the parcel label, in case of unlabelled weight the Consignment shall be charged as 50 kg and the Customer shall provide the Consignment with an appropriate parcel label.
- 5.4 If the Consignment requires specific handling from the Forwarder, the Customer is obliged to label the Consignment with supplementary labels, "Fragile" and "This Side Up". If the Consignment label is not unique, or it is incongruous, it is assumed that the Consignment does not require special handling.
- 5.5 The Consignment intended for delivery shall be collected by the Forwarder according to the agreement either at the Customer or the Customer shall hand over it for delivery in a respective depot of the Forwarder. The Customer and the DPD courier shall confirm the amount of parcels received for shipping by a signature on a corresponding form of the Forwarder.

- 5.6 The Customer is obliged to properly pack the Consignment and secure it against the danger of road transportation so it possible to handle it by one person, transport it on a roller way and treat it normally without risk of damage. The container must match the weight and nature of the Consignment and the open space between the container and its contents must be filled, goods in the Consignment must be secured against movement.
- 5.7 DPD shall deliver the Consignment to the Consignee's address indicated by the Customer on the parcel label usually on the next working day after the day of collection. Usual delivery time means a time when the Forwarder generally delivers the parcel to the Consignee, unless extraordinary or unexpected circumstances should occur during provision of shipping. For international shipping service, delivery terms are determined by the relevant foreign session. Details are given in the Forwarder's price list for foreign countries. Delivery time does not include the day of Consignment receipt by the Forwarder, time required for customs purposes and delay caused by force majeure. In the event that DPD and the Customer did not agree otherwise, the Consignment may be delivered also to an alternative Consignee's address if this speeds up the Consignment delivery. Both the Customer and the Consignee may ask for the Consignment delivery to an address different from the address on the parcel label in writing, by phone or electronically at www.presmeruj.mojbalik.sk.
- 5.8 Consignment delivery is confirmed by Customer's signature in the paper distribution list, or the Customer confirms the Consignment receipt on a mobile data device using a stylus. Signature using an electronic pen is considered as adequate substitute for a signature in the paper distribution list. If the Consignment cannot be delivered during the first delivery attempt, the Forwarder shall leave a written notice of the delivery attempt for the Consignee. The Forwarder shall then attempt to redeliver the Consignment on the next working day. If such redelivery attempt is unsuccessful, following the written notice left by the Forwarder, the Consignee may arrange the final handing over of the Consignment with the Forwarder by phone within 7 calendar days. After expiration of this period, the Consignment shall be returned to the Customer. However, this does not concern Forwarder's claim for remuneration for services rendered.
- 5.9 If the Consignee rejects to receive the Consignment, the Forwarder shall deliver it back to the Customer without any further delivery attempts. However, this does not concern Forwarder's claim for remuneration for services rendered.
- 5.10 In the event of unsuccessful delivery, the Consignee may change the instructions on delivery (delivery address or delivery date) via www.presmeruj.mojbalik.sk. The Forwarder shall accept this change on the day of unsuccessful delivery until 10:00 PM CET. In case of change of instructions on delivery, date of this change includes also 7 days period of storage.
- 5.11 If the reason for failure of Consignment delivery is the fact that the Consignee did not have enough cash to pay the amount given on the Consignment identification label at the first delivery attempt, the Consignment shall be kept by the Forwarder for a maximum of 14 calendar days. Pursuant to the written statement, the Consignee has during this period the opportunity to agree, by phone or e-mail, with the Forwarder on term for Consignment receipt and payment of the C.O.D. amount. If the Consignment is not delivered for reasons of unpaid cash after expiration of 14 days period, it shall be returned to the Customer.
- 5.12 On delivery, DPD courier is not obliged to participate in inspection of Consignment contents.
- 5.13 For cash-on-delivery Consignments, the Consignment shall be handed over to the Consignee when he pays the corresponding amount given at the parcel label, this amount shall be then transferred to an account specified by the Customer in a term stipulated in Art. 4.1 Letter b) of "Conditions". Decisive date for compliance with this term is the date of the amount being written off from the Forwarder's account to the credit of Customer's account. C.O.D. amount can also be paid via payment card accepted by the Forwarder, namely in the event that the Customer ordered this service within the framework of shipping. In case of "Exchange Service", the condition for Consignment delivery to the Consignee is receipt of other Consignment intended from the Consignee into Forwarder's hands. Specified services are taxed according to Forwarder's valid price list.
- 5.14 For cash-on-delivery Consignments, the Customer is obliged to:
- label the Consignment with a parcel label set by the Forwarder for C.O.D.,
 - indicate the amount in EUR on the parcel label that shall be collected from the Consignee on delivery. Sum of money given on the parcel label and in the cash-on-delivery list must be identical.
 - send the cash-on-delivery list to the Customer until 06:00 PM CET at the latest by e-mail at dobierka@sk.dpd.net or electronically in a format specified by the Forwarder. Subsequently, it is necessary for the Customer to hand over the cash-on-delivery list also to the DPD courier making the collection of consignments.
- 5.15 In case of non-observance of conditions in Clause 5.14, the Forwarder reserves the right to suspend the Consignment delivery while not being liable for potential damages caused to the Customer.
- 5.16 DPD reserves the right to inspect the contents and method of Consignment packing at every cash collection in the presence of the Customer, DPD reserves the right to open the Consignment at any time during the shipping by DPD employee in the presence of at least one witness, to draw up a record on the Consignment inspection and to re-seal the Consignment using a tape of the respective depot where the inspection had been carried out. It is an obligation of the Forwarder to record the data of Consignment inspection. This information shall then appear on the DPD website.
- 6. PRICE OF FORWARDING SERVICES AND ITS TERM OF PAYMENT**
- 6.1 The amount of remuneration for forwarding services comes into being with handing over of the Consignment to the Forwarder and it is set by Forwarder's current price list and by total Consignment weight including container, and possibly by the C.O.D. amount. For international Consignments, the price does not include return shipping of the consignments. In case of a failure to pay customs claims (import duty, VAT etc.) in the respective destination by the Consignee, this amount shall be paid by the Customer (i.c.o. DPD shipment conditions, the customs debt is payable by the Customer).
- 6.2 The Forwarder reserves the right to modify the Customer's data concerning the Consignment weight, namely in the case if Forwarder's automatic scales register a difference between the value given on the parcel label and the actual weight of the Consignment. In such cases, it is the value specified by the Forwarder that is decisive for the calculation of the remuneration for forwarding services.
- 6.3 The Forwarder reserves the right to charge a flat rate surcharge of €6.60 for domestic shipping service or €20 for international shipping service, respectively, namely in the case if the shipping fails to comply with the conditions stipulated in Clause 4.2, Subsection e) of these "Conditions" and this failure was not detected by the Forwarder when handing over the Consignment for shipping, however, only by means of automatic scales within the Forwarder's premises, or by physical verification of Consignment dimensions within the Forwarder's premises. Sum of money for provision of shipping that Consignment shall be increased by this surcharge for the Customer.
- 6.4 If it is detected, after reweighing using automatic scales or after physical verification of the dimensions, that the Consignment weight exceeds 60kg, the Forwarder reserves the right to return the Consignment to the Customer and to charge him a flat rate surcharge of €3.30.
- 6.5 If the Customer demands from the Forwarder to issue substitute documents (tax receipt, distribution list) in more than 5 copies, this service shall be charged with €1 per copy.
- 6.6 The price for the forwarding services is payable by the Customer in cash when handing over the Consignment to the Forwarder. If the Forwarding Contract provides for an invoice-based settlement, invoice shall be payable at the date stipulated in the "Contract".
- 6.7 In case of invoice payment delay, the Forwarder is entitled to demand from the Customer payment of the services in cash, even if otherwise agreed by that time, the Customer is obliged to hand over to the Forwarder all assigned parcel labels, the Forwarder is entitled to freeze the numerical series assigned to the Customer for printing of parcel labels.
- 6.8 In case of invoice payment delay, the Customer is obliged to pay the Forwarder a contractual penalty in the amount proved by the Forwarder in connection with recovery of the amount due as well as interest on late payment amounting to 0.05% of the amount due for each day of delay.
- 6.9 The Consignment Customer takes into account that the Forwarder has lien on the Consignment within the meaning of § 608 of the Commercial Code, and case of a failure to pay a remuneration for the forwarding services the Forwarder is entitled to proceed according to § 299 Section 2) and 3) of the Commercial Code, or to set off mutual payables (including C.O.D.) within the meaning of the provision § 358 et seq. of the Commercial Code.
- 7. FORWARDER'S RESPONSIBILITY FOR DAMAGE TO THE CONSIGNMENT**
- 7.1 The Forwarder shall be responsible to the Customer for any damage incurred to the Consignment which happened after its receipt for shipping up to its delivery to the Consignee. The Forwarder shall be responsible for actual damage, however, not for lost profit, sanctions for delay, contractual penalties, claims of third parties, Forwarder's obligations to third parties and other consequential damages, e.g. also due to failure to meet the usual time of Consignment delivery given in the price list of forwarding services.
- 7.2 Actual damage means a decrease in property value of the Customer as a result of a damage event to the Consignment shipped.

- 7.3 Forwarder's responsibility for the damage incurred on the Consignment shipped with domestic shipping service is, according to these "Conditions" by agreement of both parties, limited to a maximum amount of €2.500.
- 7.4 Forwarder's responsibility for the damage incurred on the Consignment shipped with international shipping service is, according to these "Conditions" by agreement of both parties, limited to a maximum amount of €520.
- 7.5 Insurance of consignments exceeding the value stipulated in Clause 7.3 or 7.4 can be agreed only by means of a separate written contract concluded between the Forwarder and the Customer.
- 7.6 The Forwarder shall not be held responsible for any damage incurred on the Consignment in the time from Consignment receipt at the Customer until handing over to the Consignee, if it has been caused by:
- the Customer, Consignment Consignee or Consignment owner,
 - a defect to the Consignment, its natural characteristics or its shrinkage,
 - defective or insufficient Consignment container, unsuitable manner of packing, lack of identification of the Consignment with a parcel label or by handling signs, and in case of combination of more consignments in a single unit with a single parcel label.
 - labelling with multiple identification labels,
 - incomplete, incorrect or misleading information of the Customer concerning the Consignment contents and nature,
 - failure to label the Consignments with supplementary labels, "Fragile" and "This Side Up" if required by the Consignment nature.
- 7.7 The Customer is liable for damages caused to the Forwarder or third parties if these damages incurred due to infringement of duties resulting for the Customer from law, "Contract" and these "Conditions" and they were caused by the Consignment handed over for shipping by the Customer, or its contents.
- 8. GUARANTEED DELIVERY, SATURDAY DELIVERY**
- 8.1 The Consignment can be handed over and received for provision of shipping also as a service with guaranteed time of delivery (hereinafter referred to as "GD") or Saturday delivery (hereinafter referred to as "SD"). The Forwarder is obliged to deliver GD and SD in terms given in Forwarder's price lists. Payment for provision of shipping is set by an individual Forwarder's price list for these services. List of operated locations for which these services are provided can be found at Forwarder's website, www.dpd.com.
- 8.2 Within the Guaranteed delivery, the Forwarder offers following products and services:
- DPD 10:00 is guaranteed Consignment delivery to selected areas of the Slovak Republic on the next working day until 10:00 AM after Consignment collection at the Consignor,
 - DPD 12:00 is guaranteed Consignment delivery to selected areas of the Slovak Republic on the next working day until 12:00 noon after Consignment collection at the Consignor,
 - DPD 18:00 is guaranteed Consignment delivery to selected areas of the Slovak Republic on the next working day until 06:00 PM after Consignment collection at the Consignor,
 - DPD GUARANTEE is guaranteed Consignment delivery outside the Slovak Republic at the time given in the price list of this service. This service is provided for selected destinations given in the Forwarder's price list,
 - CITY SERVICE is guaranteed Consignment delivery within 2 hours since the moment of taking a telephone or e-mail order, CITY SERVIS is provided within the territory of Bratislava only,
 - SATURDAY DELIVERY is guaranteed Consignment delivery to selected areas of the Slovak Republic on Saturday. If Saturday is a public holiday, SD service is not provided.
- 8.3 The Customer is obliged to label the Consignments shipped as GD and SD with a properly and completely filled in service label. The Forwarder shall provide the service label. Rights and duties of the Forwarder and the Customer resulting from these "Conditions" or "Forwarding Contract" and relating to provision of GD and SD shipping arise as soon as the Forwarder's agent (courier) and the Customer (Consignor) sign the service label. In the event that the Consignment does not comply with conditions for GD and SD specified in these "Conditions", or in the Forwarding Contract, the Consignment is handled as a standard Consignment.
- 8.4 Besides the Consignor's home address, the Customer is obliged to state also his own telephone number or e-mail on the address label. In the event that DPD 18:00 delivery cannot be carried out in the time stipulated in Clause 8.2 Section c), the Forwarder is obliged to inform the Customer about this fact and its reasons without undue delay. Even in such case the Forwarder proceeds with Consignment delivery and it shall be delivered as a standard Consignment also after a lapse of term stipulated in Clause 8.2 Section c) of these "Conditions".
- 8.5 If the Consignments delivered via GD and SD are not delivered in the respective term, the Forwarder shall provide a refund or credit note for the full amount of a forwarding charges for the Consignment to the Customer upon request. If the failure to meet the delivery term was caused by Customer's mistake or Consignee's failure to receive or by his rejection of the Consignment, or due to other circumstances excluding Forwarder's liability (according to § 374 of the Act No. 513/1991 of the Commercial Code) outside the Forwarder's control, the Customer is not entitled for refund of amount paid for shipping. Such circumstances also include strikes, natural disasters, closing of transport connections due to unsuitable weather conditions, incorrect or missing information from the Customer or the Consignor.
- 8.6 Legal relations between the Forwarder and the Customer at provision of shipping via GD and SD not regulated in Article 8 of these "Conditions" (including the Forwarder's liability for damage) are governed by other provisions of these "Conditions" and "Forwarding Contract".
- 8.7 The Forwarder is not responsible for any damages, potential lost profit, penalties and other consequential damages incurred as a result of failure to meet the delivery time given in the price list for individual GD and SD services.
- 9. COLLECTION REQUEST, DPD CLASSIC IMPORT**
- 9.1 The Consignment may be handed over and received for provision of shipping as so-called "Collection Request", or the Customer may order from the Forwarder to collect the parcels abroad, so-called "DPD CLASSIC Import". The Customer is obliged to inform the Forwarder by via fax or electronic order. In principle, the Forwarder makes the collection of this Consignment on the next working if the shipment order was sent until 02:30 PM at the latest on that working day.
- 9.2 The Forwarder reserves the right to reject the "Collection Request" and "DPD CLASSIC Import" unless the Customer provides in ordering all data necessary for collection of parcels which must be listed in Forwarder's shipping document including the number of parcels.
- 9.3 If the number of parcels for "Collection Request" handed over by the Consignor for shipping to the Forwarder, does not correspond with the data listed in the shipping request, the Forwarder undertakes to ship all parcels including the additional ones, and the Customer undertakes to pay shipping of all parcels according to the valid Forwarding Contract.
- 9.4 If the Forwarder finds out a difference in the number of parcels for shipping when he collects the parcels for "DPD CLASSIC Import" product, he is entitled to reject to carry out the shipping.
- 9.5 "Collection Request" and "DPD CLASSIC Import" services may be used only by a customer who has concluded a valid Forwarding Contract with the Forwarder.
- 9.6 Price for "DPD CLASSIC Import" services is set in Forwarder's respective price list for these services.
- 10. DPD CLASSIC EXPORT**
- 10.1 The Consignment can be handed over and received for provision of shipping by means of international carriage by air, DPD CLASSIC EXPORT (applicable for zones 6, 7, 8, 9).
- 10.2 Consignment carriage by air is subject to the Warsaw Convention of 12 October 1929 or this Convention as amended by Hague Protocol 1995 or Montreal Convention No. 4 1975, or Montreal Convention 1999 respectively, according to which of them has to be applied.
- 10.3 If the Customer states a higher value for shipping in the accompanying documents (invoice, pro-forma invoice), Forwarder's responsibility is limited by provisions of the Warsaw Convention up to an amount of 20 USD/kg or 9.07 USD/lb. Forwarder's responsibility, unless required for shipping, is governed by the declared value for shipping given in the accompanying documents. The value for shipping must not exceed the value for customs purposes.
- 10.4 Following the Forwarder's order, the Forwarder shall procure the issue of export customs documents. Issue of customs documents for other customs procedures than permanent export or free circulation is not possible.
- 10.5 In the event that the Customer demands issue of export documents from the Forwarder, he is obliged to provide the Forwarder following documents:
- letter of attorney – Forwarder's authority to represent the Exporter before the Customs Office
 - consignment contract – contract for provision of service
 - extract from the Exporter's Companies Register or the Trades Register (copy)
 - certificate of registration for Exporter's taxpayer identification number (copy)

10.6 Trade/Pro-forma invoice must include all legal requirements as to invoices, its original copy must be issued in English language and in 5 copies and the amounts specified therein must be VAT excluded.

10.7 In case that the Customer will provide documentation for customs operations which is contrary to applicable laws, rules and regulations including customs laws, the Forwarder assumes no responsibility towards the Customer or other party for any loss, costs incurred to him on this account. All customs fines, storage fees including other costs incurred to the Forwarder from operations of the customs offices or other public offices, or for the reason that the Customer did not provide the Forwarder a proper and complete documentation, the Forwarder shall charge the Consignee. If the Consignee refuses to pay, the Forwarder shall demand the payment from the Customer along with an administrative charge as well as potential extraordinary costs.

11. DPD HOME

11.1 Delivery of consignments, for which the Customer identified the Consignee as a physical person - non-entrepreneur, the Consignor provides the delivery in DPD HOME mode. The Customer is obliged to label these consignments with a shipping label for this product. Failure to do so can result in prolongation of the normal delivery time.

11.2 Following provisions apply for this service:

- a) notification of Consignment delivery via SMS or e-mail message on the day of Consignment receipt for shipping (usually one day before Consignment delivery),
- b) DPD courier's attempt to contact the Consignee by phone prior Consignment delivery on the telephone number given on the parcel label with a view to inform the Consignee about estimated time of Consignment delivery.
- c) giving an opportunity to change the address or date of delivery in the event that the first attempt of Consignment delivery to the address given on the parcel label had not been successful at www.presmeruj.mojbalik.sk,
- d) giving an opportunity to change the date of delivery by replying to the interactive SMS in case of notification of Consignment delivery via SMS

11.3 If the Customer takes advantage of SMS services, the Consignee is obliged to send all data about the change of Consignment delivery until 10:00 PM CET at the latest on the day when he received information on scheduled Consignment delivery.

11.4 Unless the Customer states all necessary data for DPD HOME purposes, in particularly mobile phone number or e-mail address (or the data are not in required format), the Forwarder is not obliged to carry out DPD HOME services. However, this does not concern Forwarder's claim for payment for DPD HOME service.

11.5 Price for "DPD HOME" services is set in Forwarder's respective price list for these services.

12. PAYMENT BY A CARD

12.1 The Forwarder accepts payments made by Maestro, MasterCard, MasterCard Electronic, VISA, VISA Electron and V-Pay cards for his services from the Customer or payment for cash-on-delivery from the Consignee.

12.2 If the sum of money for cash-on-delivery Consignment (C.O.D. amount) is paid by a payment card, the sum shall be transferred to Forwarder's account. Charges for Bank services in the meaning of the Contract on Acceptance of Payment Cards concluded between the Forwarder and the Bank shall be taxed by the Forwarder in the invoicing under the valid Contract.

12.3 In the event that the Bank puts a hold on a transaction made by a payment card, time needed for transfer of the amount to Customer's account is prolonged by the time while there is a hold put on the funds.

12.4 The Customer agrees that the Forwarder is entitled to verify the validity, authenticity of submitted payment card with an identity check of the cardholder.

12.5 If the Bank performs corrective accounting of payments and financial disparities, the Forwarder is entitled to payment of this sum from the Customer, in particular if

- a) the transaction was made by a counterfeit or modified payment card,
- b) the transaction was fraudulent.

12.6 From disputes between the Customer and the cardholder concerning the quality of goods or services paid via payment card arise no obligations or responsibilities for the Forwarder.

12.7 If the Bank performs corrective accounting or reverse settlement from reasons of complaints, the Customer undertakes to pay this sum to the Forwarder.

13. PROTECTION OF PERSONAL DATA

13.1 The Customer agrees that the Forwarder, in the meaning of Act No. 428/2002 Coll. on protection of personal data as subsequently amended (hereinafter referred to as "Act on Protection of Personal Data") shall process, collect and save personal data specified in the "Contract", or acquired from other sources related to mutual cooperation of the Customer and the Forwarder and other personal data required for provision of forwarding services. The Forwarder shall save this personal data in his customer database for purposes of performing his obligations resulting from the "Contract", and registration purposes.

13.2 The Forwarder is entitled, for purposes of quality improvement of services provided or for purposes of future documentation of the contents of telephone collection orders, to record telephone calls made to Forwarder's Customer Hotline.

13.3 The Customer shall provide consent according to Clause 12.1 of these "Conditions" during the term of contractual relationship arisen under this "Contract" between the Customer and the Forwarder and for a period of additional 5 years from performance of Customer's rights and duties from this "Contract". If the consent was provided in connection with customs clearance, term for storing of data is 10 years.

13.4 The Customer undertakes to obtain Consignor's and Consignee's approval with processing of personal data in the meaning of Act No. 428/2002 Coll. on protection of personal data as subsequently amended (hereinafter referred to as "Act on Protection of Personal Data") so that the Forwarder can properly perform the duties resulting from the "Contract". For this case, the Customer, in the meaning of § 725 et seq. of the Commercial Code, undertakes further to pay to the Forwarder any damage that will incur in connection with processing of personal data of the Consignors and Customers.

13.5 The Forwarder commits himself not to use confidential information acquired from the Customer for any other purposes than provision of forwarding services required for performing the subject matter of this "Contract".

14. COMPLAINTS

14.1 Complaints procedure is governed by Forwarder's "Complaints Code".

15. FINAL PROVISIONS

15.1 Legal relations between the Forwarder and the Customer not regulated by the Forwarding Contract or by these "Conditions" shall be governed by appropriate provisions of the Commercial Code of the Slovak Republic.

15.2 Any possible disputes resulting from the Forwarding Contract shall be decided in arbitration proceedings of the Arbitration Tribunal at the Slovak Chamber of Commerce and Industry in Bratislava according to its fundamental internal legislation. The parties shall comply with the decision of this tribunal. Its decision shall be binding for the parties.

15.3 The arbitrary decision on the merits is final. This arbitration agreement shall not be concerned by a potential withdrawal from the "Contract".

15.4 These "Conditions" come into effect on 01 July 2010.